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June 4, 2020

Hon. Jesse M. Furman
Southern District of New York
Thurgood Marshall
United States Courthouse
40 Foley Square Courtroom 1105
New York, New York 10007

In the Court's view, it would certainly be preferable to have a stipulation signed by both sides to eliminate any ambiguity over the scope and terms of Defendants' waiver - and the Court would encourage counsel to confer in good faith in an effort to agree on something. But, assuming counsel are incapable of doing that, both sides have indicated that the Court's order suffices, and the Court will leave things as they are.
SO ORDERED.

Re: Antolini v. 33 Bre Inc., Index 1:19 -cv-09674-JMF

Dear Judge Furman:

June 5, 2020

We represent the Defendants in the above-referenced matter. I am constrained to respond to Mr. Finkelstein's letter dated June 4, 2020.

Defendants very specifically agreed on the telephone with Mr. Finkelstein to include a general all encompassing statement that the defendants waived their defenses relating to a financial inability to remediate. Mr. Finkelstein expressly rejected such as wanting a paragraph by paragraph revision of the allegations of the answer, defense by defense, including as to non-financial matters. That is, in addition to declining to review the financial document demands and financial interrogatories.

Defendants believe the order satisfactorily sets forth this waiver. Thank you.

Respectfully, I remain.

Very truly yours,



Robert Silversmith

RGS/vp